

**ENTERED**TAWANA C. MARSHALL, CLERK  
THE DATE OF ENTRY IS  
ON THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed September 30, 2009

*Harlin DeWayne Hale*  
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

IN RE:	§ CASE NO. 09-32123-HDH-7
	§
JEFFREY E. BALL and	§
HYOUN-MIE BALL,	§
Debtor	§ CHAPTER 7
	§
BAC HOME LOANS SERVICING, LP	§
FKA COUNTRYWIDE HOME	§
LOANS SERVICING, LP ITS	§
ASSIGNS AND/OR SUCCESSORS IN	§
INTEREST,	§
Movant	§ HEARING DATE: 09/02/2009
	§
v.	§ TIME: 01:30 PM
	§
JEFFREY E. BALL and	§
HYOUN-MIE BALL; DIANE	§
REED, Trustee	§
Respondents	§ JUDGE HARLIN D. HALE

**AGREED ORDER MODIFYING AUTOMATIC STAY (RE: DOCKET NO. 42)**

On this day came on before the Court the Motion of BAC HOME LOANS SERVICING,  
LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP ITS ASSIGNS AND/OR

SUCCESSORS IN INTEREST, Movant, for Relief from the Automatic Stay. The Court is advised the parties agree that the Chapter 7 Trustee shall have 120 days from the date of the entry of this Order in which to market and obtain a contract for the sale (the "Contract Period") of the following described property

BEING LOT 6, IN BLOCK 1, OF CAMELOT NO. 14, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81029, PAGE 448, MAP RECORDS, DALLAS COUNTY, TEXAS

(the "Property"), and up to additional 60 days from to close any such contract beyond the initial 120-day period (the "Sale Period"). In the event that the Trustee does not have a contract for the sale of the Property at the conclusion of the Contract Period, then the automatic stay shall terminate at the end of the Contract Period, and in the event the Trustee has a contract for the sale of the sale of the Property prior to the expiration of the Contract Period but (x) the sale contemplated by such contract fails to close by the end of the Sale Period and (y) Movant has not been paid in full or in such other amount as the Movant may agree to accept before the expiration of the Sale Period, then the automatic stay shall terminate at the expiration of the Sale Period.

IT IS THEREFORE ORDERED that the Chapter 7 Trustee shall have the Contract Period in which to market and obtain a contract for the sale of the Property. In the event that the Trustee does not have a contract for the sale of the Property at the conclusion of the Contract Period, then the automatic stay shall terminate at the end of the Contract Period, and in the event the Trustee has a contract for the sale of the sale of the Property but (x) the sale contemplated by such contract fails to close by the end of the Sale Period and (y) Movant has not been paid in full or in such other amount as the Movant may agree to accept before the expiration of the Sale Period, then the automatic stay shall terminate at the expiration of the Sale Period.

IT IS FURTHER ORDERED that the provision of Rule 4001(a)(3), Federal Rules of Bankruptcy Procedure is hereby waived and BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP ITS ASSIGNS AND/OR SUCCESSORS IN INTEREST may immediately enforce and implement this Order

IT IS FURTHER ORDERED that the parties may extend the Contract Period or the Sale Period by stipulation without further notice, hearing, or other procedure in this Court.

### End of Order ###

APPROVED AS TO FORM AND SUBSTANCE

BARRETT DAFFIN FRAPPIER  
TURNER & ENGEL, LLP

/s/ PAUL KIM\*

---

PAUL KIM  
TX NO. 24001182  
15000 SURVEYOR BLVD. SUITE 100  
ADDISON, TX 75001  
Telephone: (972) 341-0500  
Facsimile: (972) 341-0502  
E-mail: NDECF@BBWCDF.COM

**ATTORNEY FOR MOVANT**

*\*Signature by permission by Jeff Carruth*

/s/ Jeff Carruth

---

Jeff Carruth  
REED & ELMQUIST, P.C.  
604 Water Street  
Waxahachie, TX 75165  
Tel: (972) 938-7334  
Fax: (972) 923-0430  
E-mail: jcarruth@bcylawyers.com

**ATTORNEYS FOR DIANE REED,  
CHAPTER 7 TRUSTEE**